The Columbian Mirror and Alexandria Gazette.

ALEXANDRIA—PRINTED, EVERY TUESDAY, THURSDAY AND SATURDAY, BY ELLIS PRICE, AT THE EAST END OF THE MARKET-HOUSE

No. 412.] TUESDAY, NOVEMBER 24, 1795. Vol. IV.

PUBLIC SALES.

Will be sold on Tuesday *next at the Vandue Store,*

RUM,
SUGAR,
BRANDY,
and WINE, } In Hogsheads and Barrells.

Flax in bags, Feather Beds, woollens, a large assortment of Ribbons and Gloves, with a variety of other

DRY GOODS.

ROGERSON and BENT, V. M.

Alexandria, Nov. 21, 1795.

ENGLISH CHEESE.

A few hampers, of a superior quality, for Sale by
R. HAMILTON.

Nov. 20.

For Sale on Credit,

Or for property as best suits the purchaser, and possession given after the 8th December next,

A House and Lot in the town of

Leesburg, situate on the main street, and extending to and running parallel with another street on the back, which would render it convenient (if it should be found necessary) to divide into two small lots. The house stands contiguous to the two most noted taverns, and is calculated either for a store or any other business, having a good cellar underneath. The lot has every improvement necessary, which may at a small expence be put into repair. For terms apply to Mr. *Henry M'Cabe*, in the aforesaid town, or to the subscriber living on the Church Road, between Broad and Sugarland Runs, Loudoun county.

Wm. S. BELT.

Nov. 20

Alexandria, November 19, 1795.

LOST in town a Red Morocco POCKET BOOK with three Checks upon the Bank of Alexandria—one drawn by Josiah Watson, in favor of W'm Reynolds for 533 dollars 33 cents—one drawn by Mordecai Miller, in favor of George Drinker, for one hundred and fifty dollars—one drawn by Jesse Wherry and Co. for one hundred and fifteen dollars, in favour of J. Riddle & Co. Three tickets in the Schuylkill and Susquehannah lottery—No. as follows; 48459—48460—48461—with some other papers that cannot be of any use to any person but the proper owner; as every precaution is taken to prevent the payment of the Checks and any prize that might be drawn by the lottery-tickets: whoever delivers the Pocket Book to the printer or to, the subscriber shall receive five dollars, and no questions asked.

ALEXANDER SMITH.

The subscribers are appointed by

the council of this corporation to contract with some person for inclosing the court house square—they will therefore receive proposals for the same, and a description of the manner in which the paling is to be done, may be seen on application to either

Wm. PATTON, or
G. DENEALE.

Nov. 19.

To be Sold,

In fee simple,

A LOT on Fairfax street, 20 feet front and 133 feet back—there is on it, a two story frame house, now occupied by Mr. James Murray, with a kitchen, base house, &c.—The lot is situated near the market house. For terms apply to Mr. Charles Turner.

Wm. CARLIN.

Nov. 10.

NOTICE.

All persons who have any claims

against the subscribers are desired to leave the amount at their *counting house*, on Royal Sreet, two doors below the *coffee house*, as they are anxious to make some speedy arrangements for the payment of all contracts, made under the firm of *Matthew Franklin Bowne* and *Co.*—They also request all persons indebted to said firm to make immediate payment to Messrs. *Kissam* and *Stith*, who they have authorised to adjust all their former transactions.

MATTHEW F. BOWNE & CO.

Alexandria, 16th Nov. 1795.

N. B. As we intend to confine our attention entirely to the purchase and sale of Lands, the business in future will be conducted under the firm of

BOWNE, HAMILTON, & Co.

A Negro Blacksmith & his Wife.

TO BE SOLD

ONE of the best Horseshoers in Virginia, and his Wife. The Smith is about 46 years old, and has [illegible] about 35. They will be sold for a good Notes payable at the Bank, at 60 days.—Apply to

B. DULANY.

Clermont, November 2, 1795.

Mandeville and Jamesson

HAVE for sale at their store on Fairfax street, the following articles, which they will dispose of by wholesale and retail, for cash or the usual credits, viz.

Jamaica and Windward Island Rum;
Cognac Brandy;
Holland Geneva;
London bottled Porter;

Madeira,
Sherry,
Port,
Claret, } *WINES Of the best quality in casks & bottles:*

Lisbon,
Caleavella,
Malaga,
Teneriffe, } *Do. do. in pipes quarter casks;*

Muscovado Sugars in hhds. & barrels.
Loaf and lump do. in barrels;

Souchong,
Hyson, } *TEAS of different qualities.*
Young Hyson,
Imperial, } *Do. of the best do.*

Havannah Segars in boxes;

Bourbon Coffee,
Green do. } *In bags and barrels.*

Coffee in bags;
Pepper in do.

Race and ground ginger, nutmegs, mace, cinnamon, cloves and allspice, with a variety of pickles and mustard in bottles.

☞ *Wanted to hire*—An able bodied free man, as a Porter—good wages will be given and it is expected none will apply who cannot give sufficient proof of sobriety and honesty.

Alexandria, Nov. 3, 1795.

Lost.

WAS dropt from a dray, near Hoge's wharf, a small bundle of nails, marked B. L. No. 5.—Whoever will give information of it, to the subscriber, shall be rewarded.

R. HAMILTON.

Nov. 20.

JUST IMPORTED,

By POMERY & ISABELL,

In the Peggy, arrived at George-Town, which they now offer for Sale, at their Store in King-Street,

A neat Assortment of

Manchester Goods.

Of remarkably low Sterling prices;
A large, new and elegant assortment of

Gilt & plated, burnished & common Metal Buttons;

Handsome

New Carpeting;

A quantity of

Cotton and Worsted Hosiery:

These, and many other articles, they have on hand (as the Fall Season for selling is somewhat advanced) they are determined to render low, but they will make it an object worthy particular attention for Cash.

N. B. As Mr. Pomery, of this house, on his return from England, has arrived at the Northward, he is daily expected with an additional supply of Goods.

Alexandria, Nov. 12, 1795.

L. EAR & CO.

Have imported from London, by the Eliza, Johnson, and from Liverpool, by the Peggy,

A Fall assortment of Goods,

Which are for sale, at their Store, in the City of Washington, on such terms as are worthy the attention of Purchasers.

Among other articles are

Coarse and fine Woollens,
Rose and duffil blankets,
Osnaburgs and bed-ticks,
Irish linens and sheetings,
Hosiery, calicoes and muslins,
A few cases of hardware,
Tin plates, lead, shot and salt,
Bottled Porter.

November 13, 1795.

To be Sold,

BY the Subscriber, a LOT in the town of Leesburg containing half an acre, on the main street and extending to another street running parallel, which makes it valuable, as it has two fronts and may be divided into four lotts with sufficient front and depth to each. There are improvements on the lots. Any person inclinable to purchase may know the terms by applying to

SAMUEL CANBY.

8th mo. 22, 1795.

For LONDON,

The Ship Mount Vernon,

Forrest Richardson, Master;

Will sail the first of December, the greater part of her cargo being engaged—one hundred hogsheads tobacco will be taken on freight, consigned to Messrs. *John* and *Laur. Brockwood*, on which a liberal advance will be made, if required, and the terms of freight made reasonable.

This ship has excellent accommodations for cabin and steerage passengers, has made but one voyage and sails fast. For Freight or Passage apply to

ROBERT HAMILTON,

Who offers for Sale, on a credit of 60 *and* 120 *days,*

The Sloop Abigail,

Burthen 450 barrels, or 2200 bushels—a strong, new vessel and ready to take in a cargo and proceed to sea without expence.

Alexandria, Nov. 3.

For Charter,

The Schooner

MARIA,

Burthen about 1200 barrels.

Apply to

ABRAM HEWES.

Who has for sale,

Sugar in hhds.

Coffee in bls.
Pepper in bags,
Allum,
Souchong Tea in quarter chests,
Turk's Island, St. Ube's and Liverpool Salt,
Lime in hhds.

Oct. 14, 1795.

Mr. MOREL,

From Marseilles,

RESPECTFULLY notifies the amateurs of the fine arts that he intends to reside in this Town for the purpose of teaching the Violin, Vocal Music and Drawing. He has studied under the best masters in Italy, and flatters himself that his mode of instruction is particularly calculated to facilitate the progress of the learner, which shall be aided by the closest assiduity and attention on his part.

A specimen of his Drawing may be seen at the house of Dr. Dick, to whom, for an account of his knowledge of Music and execution upon the violin, he begs leave to refer those who are disposed to employ him.

The terms of tuition may be made known by applying to Mr. Morel, at the house of Mr. John Wise.

Alexandria, October 28, 1795.

For Sale.

LOAF and lump SUGAR by the hhd. or barrel,
Muscovado SUGAR by the hhd. or barrel,
Imperial and young Hyson TEAS by the chest or smaller quantity,
Jamaica and Antigua Rum by the hhd. or barrel,
Old Cognac Brandy by the barrel or gallon,
Sherry, Lisbon and Malaga Wines in quarter casks,
Claret in cases of 24 doz. each,
Bottled Porter by the barrel of 3 doz. each,
Molasses by the hhd. or barrel.
Glass ware assorted in barrels,
10 by 8 Window Glass,
Ivy blue by the keg,
8d. 10d. and 20d. nails,
Leiper's Snuff in bottles,
Dutch Linens, &c.

Robert Allison.

William Hartshorne & Sons

Have for Sale,

At their Store, on Col. Hoge's Wharf,

Muscovado and Loaf Sugar, Bar-Iron, Steel, mould and dipped Candles and Soap in boxes, Mahogany in logs and Plank.

Alexandria, 11th mo. 11th, 1795.

☞ THE partnership of John Hickman and Co. being dissolved, and William Hickman appointed to settle and close the affairs and accounts of the Company, all persons having claims against said firm are earnestly requested to bring them forward speedily for settlement; and those indebted thereto will take notice, if payment is not made to William Hickman on or before the 16th day of next month, their accounts will then be put into the hands of an attorney, which the necessary attention of William Hickman, to other parts of the business, will render indispensable.

JOHN HICKMAN,
WILLIAM HICKMAN.

Alexandria, Nov. 14, 1795.

The Columbian Mirror
AND
ALEXANDRIA GAZETTE.

EXPLANATION

By Mr. Hamilton on the subject of a late attack upon the President of the United States, and the former and present Secretary of the Treasury, in relation to the Compensation of the President.

A VERY virulent attack has recently been made upon the President of the United States, the present secretary of the Treasury, and myself as his predeceſſor in office, on the ground of extra payments to the President on account of his ſalary.

The charges againſt all the three are no leſs heinous than thoſe of *intentional* violation of the Conſtitution, of the Laws and of their reſpective oaths of office. I annex the epithet intentional, becauſe, though not expreſsly uſed in the terms of the attack, it is implied in every line of it; ſince an involuntary error of conſtruction, if that could be even made out, would not warrant the imputations "of *contemning* and *deſpiſing every principle* which the people have eſtabliſhed for the ſecurity of their rights, of *ſetting at defiance* all *law* and *authority* and of *ſervile ſubmiſſion* and compliance with the *lawleſs will* and *pleaſure* of a Preſident."

Were conſiderations perſonal to myſelf alone to be conſulted, the preſent attempt would be treated with no greater attention than has been ſhewn to all the anonymous ſlanders by which I have been ſo long and ſo implacably purſued. But convinced, by a courſe of obſervation for more than four years, that there exiſts in this country an unprincipled and daring combination, under the influence of ſiniſter aims, to obſtruct by any means *which ſhall be neceſſary and can be commanded, not ſhort even of force*, the due and efficient adminiſtration of the preſent government, to make of moſt important national intereſts ſubſervient to the views of a foreign power, and, as means to theſe ends, to deſtroy by calumny and miſrepreſentation the confidence of the people in the truly virtuous men of our country, and to tranſfer it, with the power of the ſtate, to ambicious, intriguing and hypocritical pretenders to extraordinary merit and patriotiſm. Perceiving likewiſe, that this infatuated combination, in the belief that the well earned eſteem and attachment of his fellow citizens towards the preſent Chief Magiſtrate of the United States is the principal remaining obſtacle to the execution of their plan, are making the moſt ſtrenuous and ſyſtematic efforts to extinguiſh thoſe ſentiments in the breaſts of the people—I think it a duty to depart from my general rule of conduct, and to ſubmit to the public, with my name, an explanation of the principles which have governed the Treaſury Department on the point in queſtion.

I ſhall ſtate in the firſt place, that the rule with regard to expenditures and appropriations which has *uniformly* regulated the practice of the department, is this: viz. *to iſſue no money from the treaſury but for an object for which there was a law previouſly paſſed, making an appropriation and deſignating the fund from which the money was to ariſe. But there being ſuch a law and an adequate fund to ſupport the expenditure, it was deemed juſtifiable, as well* before *as* after *the ſervice was performed or the ſupply obtained for which the appropriation was deſigned, to make diſburſements from the Treaſury for the object, if it appeared ſafe and expedient ſo to do.* If made *before*, it was an *advance* or *anticipation* for which the party was charged and held accountable, 'till exonerated by the performance of the ſervice or by the furniſhing of the ſupply—If *afterwards* it was a *payment*, and went to ſome general head of account as ſuch.

Thus if a ſum was appropriated for proviſions for the army for a particular year, it was common to make *advances* on account to the contractors long before the ſupplies were furniſhed. If the law was paſſed in one year for the next, there would be no heſitation to make the advance, immediately after the paſſing of the law, and before the year to which the appropriation was applicable, had commenced. So alſo ſums would be furniſhed to the Department of War in anticipation of the *monthly* pay of the officers and ſoldiers and other items of expenditure. And ſo likewiſe advances have been made for the uſe of the Preſident and of the members of both houſes of Congreſs in *anticipation* of their reſpective compenſations. It will without difficulty be comprehended that this practice of the Treaſury has in ſome caſes been eſſential to the due courſe of the public ſervice.

Every good judge will be ſenſible, that from the inſufficiency of individual capitals to ſuch large advances as the ſupplies of an army require, it was indiſpenſable to the obtaining them, that anticipations from the Treaſury enable the contractors to do what otherwiſe they would have been unable to do; and that theſe anticipations muſt alſo have had the effect of procuring the ſupplies on cheaper terms to the United States.

When it is conſidered too that the army has operated for ſeveral years paſt at the diſtance of five or ſix hundred miles from the ſeat of Government, and a conſiderable part of the year, from the rudeneſs of the country and obſtructions of waters, it is impracticable to tranſmit monies to the ſcenes of payment—it will be perceived that without advances from the Treaſury in anticipation of their pay, not only a compliance with the engagements of the Government would have been impoſſible, but the troops muſt have been always left unreaſonably in arrear. In June 1794, Congreſs paſſed a law declaring that the army ſhould in future be paid in ſuch manner as that the arrears ſhould not exceed two months—Compliance with this regulation renders *anticipations* at certain ſeaſons, matter of Phyſical neceſſity; yet that law gave no ſpecial authority for the purpoſe.

A particular caſe, by way of example, in which, diſtinct from general rules, advances or anticipations in the War Department are neceſſary, reſpects the recruiting ſervice, the Officers detached on this ſervice, who are for a long time diſtant from their corps require the accommodation of an advance of pay to be able to diſcharge their duty. Towards the poſſibility of enliſting men, it is indiſpenſable they ſhould carry with them the bounty money, and this upon conjecture of what may be done, and with the poſſibility that from not being able to obtain the men, the ultimate expedentiture may not take place. This inſtance will ſuggeſt to reflection an infinite number of caſes, in the courſe of the public ſervice, in which a diſburſement from the Treaſury *muſt* precede *the execution of the object* and *may exceed* the ſum finally requiſite for it.

Theſe caſes indicate the expediency, and even neceſſity of the conſtruction which has regulated the practice of the Treaſury.—And it might be ſhewn, if neceſſary, that it is analogous to the practice under the former government of the United States and under other governments; and this too where the theory of expenditure is, as *expreſſed* in our Conſtitution, that no money ſhall be expended but in *conſequence* of an appropriation by law.

It remains to ſee, whether this rule of conduct, ſo indiſpenſable in the practice of the Department, be permitted by a fair interpretation of the Conſtitution and the laws.

The general injunction of the Conſtitution (Article I. § IX.) is, that "no money ſhall be drawn from the Treaſury but in *conſequence* of appropriations made by law."

The queſtion upon the clauſe is, whether, when an appropriation has been made for a particular ſervice or ſupply, the actual diſburſement from the Treaſury muſt follow the ſervice or ſupply, in the nature of *payment*, or may precede it in the nature of an advance? I hold the laſt conſtruction which is, that adopted by the Treaſury to be the true one.

The clauſe juſt cited appears to me to be exactly equivalent to this other clauſe—"No money ſhall be drawn from the Treaſury but *for which there is an appropriation* made by law," in other words, before money can be legally iſſued from the Treaſury for the purpoſe, there muſt be a law, authoriſing an expenditure and deſignating the object and the fund. This being done, the diſburſement may be made conſiſtently with the Conſtitution, either by way of *advance*, or anticipation, or by way of *payment*. It may precede or follow the ſervice, ſupply, or other object of expenditure. Either will equally ſatisfy the words, "in conſequence of," which are not words of ſtrict import, but may be taken in ſeveral ſenſes—In one ſenſe, *that is* "in conſequence of" a thing, which being bottomed upon it, follows it *in order of time*.

A diſburſement muſt be either *an advance* or *anticipation* of a *payment*—'Tis not preſumable, that the Conſtitution meant to diſtinguiſh between theſe two modes of diſburſement—It muſt have intended to leave this matter wholly to convenience.

The deſign of the conſtitution in this proviſion, was, as I conceive, to ſecure theſe important ends, that the *purpoſe*, the *limit*, and the *fund* of every expenditure ſhould be aſcertained by a previous law. The public ſecurity is complete in this particular, if no money can be expended but for *an object* to *an extent* and *out of a fund*, which the laws have preſcribed.

Even in caſes which affect only individual intereſts, if the terms of a law will bear ſeveral meanings, that is to be preferred which will beſt accord with convenience. In caſes which concern the public, this rule is applicable with ſtill greater latitude—Public convenience is to be promoted, public inconvenience is to be avoided, the buſineſs of adminiſtration requires accommodation to ſo great a variety of circumſtances that a narrow conſtruction would in countleſs inſtances arreſt the wheels of government.

It has been ſhewn, that the conſtruction which has been adopted at the Treaſury, is in many caſes eſſential in practice—This inclines the ſcale in favour of it—The words "*in conſequence of*" admitting of various ſignifications.

The practice of the Legiſlature, as to appropriation laws favour this conſtruction.

Theſe laws are generally diſtinct from thoſe which create the cauſe of expenditure. Thus the act which declares that the Preſident ſhall be allowed at the rate of twenty-five thouſand dollars per annum, that which declares that each Senetor and Repreſentative ſhall be entitled to ſo much per day, that which determines that each Officer and Soldier ſhall have ſo much per month, &c.—neither of theſe acts are an act of appropriation. The Treaſury has not conceived itſelf authorized to expend a ſingle cent upon the baſis of any ſuch act; regarding it merely as conſtituting a claim upon the Government for a certain compenſation, but requiring prior to an actual diſburſement for ſuch claim, that a law be paſſed, authorizing the diſburſement out of a ſpecial fund. This is what is conſidered as the law, by which the appropriation is made; from which reſults to the public a double ſecurity.

Hence every year a particular act (ſometimes more than one) is paſſed appropriating certain ſums for the various branches, of the public ſervice, and indicating the funds from which the monies are to be drawn—The *object*, the *ſum* and the *fund* are *all* that are to be found in theſe acts—They are commonly, if not univerſally ſilent as to any thing further.

This I regard as conſtructive of the clauſe in the conſtitution. The appropriation laws are in execution of that proviſion, and fulfil all its purpoſes. And they are ſilent as to the diſtinction between *anticipation* and *payment* in other words as to the *manner* of diſburſement.

Hence I conclude that if there exiſts a law *appropriating* a certain ſum for the ſalary of the Preſident, an advance upon that ſum in *anticipation* of the ſervice, is as conſtitutional as a payment after the ſervice has been performed: in other words that the *advance* of a quarter's ſalary at the beginning of a quarter is as much warranted by the Conſtitution as the *payment* of it at the end of the quarter.

It is in this ſenſe that the preſent ſecretary of the Treaſury has affirmed, that not one dollar has at any time been advanced for the uſe of the Preſident for which there was not an exiſting appropriation. He did not ſay that the money had been advanced in anticipation of the ſervice, for the fact is otherwiſe; but nothing is more true than that the ſums diſburſed were within the limits of the ſums appropriated. If there was an exceſs at the end of the year, there had been a previous appropriation for a ſucceeding year, upon which that exceſs was an advance.

It is objected to this practice, that the death of the Preſident between the advance to him and the expiration of an equivalent term of ſervice, by ſuperceding the object of the advance, would render it a miſexpenditure of ſo much money, and therefore a violation of the Conſtitution.

I anſwer, that the ſame caſuality might have the ſame effect in other caſes, in which it would be againſt common ſenſe to ſuppoſe that an advance might not be made with legality and propriety.

Suppoſe for example a law was to be paſſed directing a given quantity of powder to be purchaſed for public uſe and appropriating a definite ſum for the purchaſe, and that poſt intelligence brought to the Secretary of the Treaſury, that the quantity required could be procured for prompt payment at Boſton. It cannot in ſuch a caſe be doubted, that the full ſum appropriated might be legally advanced to an agent to proceed to Boſton to make the purchaſe—yet that Agent might die, and the money never be applied according to its deſtination, or the deſired quantity might be procured for a *leſs ſum* and a *balance* remain in his hands.

In either caſe there would be money *drawn from the Treaſury*, which was not applied to the object of the law.—In the laſt caſe there is no *final objection* for the diſburſement, becauſe the balance is a ſurplus. This proves that the poſſibility of a failure or falling ſhort of the object, for which an advance is made, is not an objection to it in principle. That the conſequence is a poſſible one in every caſe of advance, whether to contractors or other public agents, for a determinate or an indeterminate purpoſe.

The conſequence is, that the ſum unapplied muſt be accounted for and refunded—This diſtinction here again is between an *advance* and a *payment*. More cannot certainly be finally *paid* than is equal to the object of an appropriation, though the ſum appropriated exceeds the ſum neceſſary. But more may be *advanced* to the full extent of the appropriation, than may be ultimately exhauſted by the object of the expenditure, on the condition, which always attends an advance, of accounting for the application and refunding an exceſs. This is a direct anſwer to the queſtion, whether more can be paid than is neceſſary to ſatisfy the object of an appropriation. More cannot be *paid*, but more may be *advanced*, on the accountability of the perſon to whom advanced.

The caſe ſtated by way of example is alſo concluſive to the point that money may be drawn from the Treaſury in anticipation of the object of expenditure.

But riſk of loſs to the public may attend the principle: this is true, but it is as true in all the caſes of advances to contractors &c. as in theſe of advances upon ſalaries and compenſations—nor does this point of riſk affect the queſtion of legallity—it touches merely that of the prudent exerciſe of diſcretion. When large ſums are advanced, it is uſual to obtain ſecurity for their due application or for indemnification. This ſecurity is greater or leſs, according to the circumſtances of the parties to whom the advances are made.—When ſmall ſums are advanced eſpecially if for purpoſes quickly fulfilled, and to perſons who are themſelves adequate ſurities, no collateral ſecurity is demanded—The head of the department is reſponſible to the government for obſerving proper meaſures and taking proper precautions. If he act ſo as to incur juſtly the charge of improvidence or profuſion, he may be diſmiſſed or puniſhed according to the nature of his miſconduct.

But the principle which is ſet up, would, it is ſaid, be productive of confuſion, diſtreſs and bankrupicy at the Treaſury; ſince the appropriation for the ſupport of government is made payable out of the accruing duties of each year, and an *eſtabliſhed right* in the officers of government to claim their compenſation, either on the firſt day of the year, or on the firſt day of a quarter before the ſervices were rendered, would create a demand at a time when there might, and poſſibly there would not be a ſingle ſhilling in the Treaſury ariſing out of that appropriation to ſatisfy it.*

It is not pretended, that there is an *eſtabliſhed right* in the officers to claim their ſallaries by *anticipation*, at the beginning of a year, or at the beginning of a quarter. No ſuch right exiſts. The performance of the ſervice muſt precede the right to demand payment. But it does not follow that becauſe there is no right in the officer to demand payment, it may not be allowable for the Treaſury to advance upon account for good reaſons. A diſcretion of this ſort in the Head of the Department can at leaſt involve no embaraſſment to the treaſury, none of the formidable evils indicated, for the officer who makes the advace being himſelf the judge whether there is a competent fund, and whether it can be made with convenience to the Treaſury—he will only make it, when he perceives that no evil will enſue.

Let me recur to the example of advances to contractors for ſupplying the army. Suppoſe that in the terms of a contract certain advances were ſtipulated and made; be-

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* *Theſe ideas with regard to the adminiſtration of the fund appropriated, are very crude and incorrect; but it would complicate the ſubject to go into the developements.*

it turned out nevertheless, that the contractor, disappointed in the funds on which he had relied, could not execute his contract without further advances. Here there would be no right on his part to demand such further advances, but there would be a discretion in the Treasury to make them. This is an example of a discretion to do what there is not a right to demand. The existence of this discression can do no harm, because the head of the treasury will judge whether the state of it permits the required advances. But it is essential, that the discretion should exist, because other wise there might be a failure of supplies, which no plan that could be substituted might be able to avert.

Yet the discretion is in either case an arbitrary one—It is one which the head of the department is responsible to exercise with a careful eye to the public interest and safety. The abuse of it, in other words, the carelessness and wanton exercise of it would be a cause of dismission for incapacity or of punishment for mal-conduct.

[*To be continued.*]

WANTED.

A VESSEL of 800 to 400 Hhds. burthen, to load Tobacco to a port in Europe.

Wm. HODGSON.

Alex. 23d Nov. 1795.

To be Rented,

THE FERRY established by Act of Assembly, from TURBERVILLE'S land in Fairfax County, over to M'CLOUD'S landing, with a lot of LAND will be rented with the ferrys for further particulars apply to John Turberville, or in his absence to Charles Lee Corbin Turberville, living on the plantation adjoining.

November 16, 1795.

City of Washington,
Commissioners Office, 18th Nov. '95.

THE Board will receive proposals at their Office until the 1st January next, for the erecting a Drawbridge over the mouth of Rock Creek, where the Stone Bridge lately stood. It is expected that the proposals will be accompanied by a plan, and an estimate of the expences. A proper advance will be made to the Contractor, he giving sufficient security for the performance of the contract on his part,

By order,

C. RICHMOND, Sec'ry.

6 w e p.

Ten Dollars Reward.

WHEREAS a certain WM. ASHFORD, and a certain JOHN MORRIS, sold unto us, the subscribers, on or about the 19th of October last, two HORSES; both of which have since been proved to be the property of people in the County of Fairfax, and state of Virginia, where it is said the above persons do live, and must have stolen the Horses from—we do therefore offer the above reward to any person who shall apprehend and secure the said Ashford and Morris, so that they may be brought to justice, exclusive of what the law allows.

Ashford is about 25 years of age, 5 feet 10 inches high, has short haw, and sandy coloured beard.

Morris is about 22 years of age, stout made, and has short hair.

THEODORA MITCHELL,
BENJAMIN STALLINGS.

Frederick County, Maryland, Nov. 19, 1795.

FALL GOODS.

JOSEPH RIDDLE and CO.

HAVE imported in the ship Alexandria, from Liverpool, a variety of WOLLENS:

ALSO,

Per the brig Eliza, Johnston, from London, printed cottons, shawls, threads, fluff Goods, silk do. hosiery, muslins, linens, watches, &c.

Alexandria, Oct. 15.

Ten Dollars Reward.

STRAYED or stolen from the stable of Mr. Charles Lee, living in Alexandriat on or about the 18th of September last, *a dun coloured horse*, between 8 and 9 years old; about 14½ hands high; all his feet white; a brown streak down his back; a switch tail and some saddle marks; he paces and trots. Whoever will deliver the said horse to the subscriber, living in Loudoun county, near Centerville, or to Mr. Charles Lee, in Alexandria, shall receive the above reward.

G. R. L. TURBERVILLE.

Nov. 19.

To be Sold or Rented,

ON Col. Ramsay's Wharf, a three story Ware house, a house adjoining, suitable for a retail store. The Lot on which the warehouse stands has three fronts and space sufficient for a lumber yard—with respect to a stand for business, there is none better perhaps in Alexandria.

Also for Sale.

Three Lots on Royal street, a little above Mr. Wise's Tavern, on two of which are tenements fit for small families—and a six acre lot on Duke street which fronts likewise on King street. For terms apply to

THOMAS RICHARDS.

Oct. 22.

Wanted to Hire,

A Negro Man and a Negro Girl, who understand house work, and can be well recommended for honesty and sobriety. Apply to the Printer.

ALEXANDRIA, NOVEMBER 24.

On Saturday afternoon the Schooner Free Mason, Captain O'Mara, arrived here from Kingston, St. Vincent's, which he left the 28th of October. He says that on Thursday the 24th of September, the English attempted to relieve Fort Vege which was besieged by the French—that a severe engagement took place in which the English were defeated with the loss of 36 men killed and wounded; a number of mules and a considerable quantity of baggage fell into the hands of the victors—that the night following the British evacuated the Fort and the next day the French took possession and hoisted the national flag—that the town of Kingston, in consequence of this disastrous event, was in great confusion till the 1st of October, when an English fleet of 15 sail arrived with 1500 troops, under command of General Irvine; the day after their arrival they were encamped near Fort Vege and the next morning at half past 4. A. M. a firing

Letters from Richmond mention, that the question whether lands should be made liable to execution for debt, had been discussed and rejected by a majority of twenty-one.

From a Correspondent.

Our lower house having declared against the *principle* of making lands subject to the payment of debts, it is expected hereafter that those who have supported the measure will not be surprised if they should lose their *interest*.

From another.

The Representatives of this Commonwealth, down stairs, who thwarted the attempt to introduce a Bill making lands liable for debt were actuated by *principle* as well as *interest*: for as it appears not to be their *interest* to pay the *principal*, so it has ever been a *principle* not to pay the *interest*.

MR. PRIOR—It is easy to discover from a piece signed Y. which was re-published in your paper of yesterday, from the Gazette of the United States, that its author, who is certainly an accomplice in the slanders on Mr. Randolph, has not ceased to invent and propagate them. It is a falsehood that Mr. R. is to receive a farthing from the sale of his pamphlet. That pamphlet will lay the whole subject before the public; but knowing that some time would be spent before it could be completed, Mr. R. deemed it expedient to counteract, by a representation to his friends, the calumnies which were daily written from *certain persons* in Philadelphia, to every town of consequence in the Union

PLAIN TRUTH.

Alexandria, Nov. 20, '95.

There has been an arrival at Norfolk from London—the papers by this vessel are as late as the twenty-fifth of September. Under the London head of the 20th is the following article:

"The London Gazette of yesterday contains his majesty's proclamation of a WAR with HOLLAND."

Further details follow:—

LONDON, SEPT. 22.

The 25,000 troops which are now under orders for the West Indies, are not more than sufficient for the great purpose for which they are intended. Sir Ralph Abercrombie is to reside at Martinique, and have the conduct of the affairs of the Windward Islands, and also to undertake the recapture of Guadaloupe and St. Lucia; the conquest of St. Domingo will belong to a separate command, wholly distinct from that of Sir R. Abercrombie's. A much larger force must now be apportioned to the latter service than was at first thought of; for it may be depended on as a fact, that our court is decided not to permit the Spaniards to fulfil that part of their late Treaty with the French, which stipulate to retain their portion of St. Domingo, until the French are in a situation to take possession of it. The Spaniards having stipulated, it naturally follows, according to every principle of the laws of nations, that at the expiration of the term fixed on for the cession, it becomes an enemy's country, which we have a most undoubted right to attack.

IT was intended that Gen. O'Hara should have the command of St. Domingo; but he is not regularly exchanged, and he cannot be employed.

Letters from Genoa of the first instant advise, that Field Marshall de Vins has declared to the Genoese government, that if the inhabitants continue to keep up a secret understanding with the French, he would entirely intercept the commerce of Genoa, and put himself in possession of as many places in the Genoese territory, as he should be able to take, for the purpose of defraying the expenses of the war, &c. The Genoese Government has therefore resolved to arm all its subjects able to carry arms.

We learn from Vienna, that preparations are making there for the reception of the daughter of Louis XVI. who is to reside in the imperial palace called Die-Burg.

☞ We have to apologize for the late hour at which the paper appears to-day; it was unavoidable; owing to the destruction of the mill from whence we have hitherto been supplied, we had to resort to an extraneous source, which had like to have disappointed us; the paper on which this day's MIRROR is printed not being received till late last evening.

☞ The Gentlemen of the Vestry of Fairfax Parish are requested to meet at Mr. Wise's, on Thursday at 12 o'clock.

Alexandria, Nov. 23.

☞ The gentlemen of Alexandria and its vicinity are respectfully informed that the Assemblies will commence on Thursday evening the 26th inst. and will continue once a fortnight. The subscription paper is lodged in the hands of Mr. Levin Powell, Treasurer, of whom tickets of admission may be obtained; without which no gentleman can be admitted.

E. C. DICK
R. HAMILTON
G. DENEALE
H. ROSE
Wm. NEWTON
V. GRAY. } *Managers.*

☞ The Members of the St. Andrew's Society are informed that a Meeting will be held at Mr. Wise's Tavern on Monday the 30th November at 10 o'clock A. M. for the purpose of electing officers for the ensuing year.

By order of the President,

JAMES MILLER, *Sec'ry.*

Alexandria, 23d Nov. '95.

NOTICE.

THOSE, who have any business to transact with the subscriber, are requested to apply to Mr. JAMES MILLER, who is empowered to act for me, during my necessary absence at Philadelphia.

DAVID EASTON.

Alexandria, 24th Nov. 1795. 1m.

TO BE SOLD

A Tract of Land, in Berkeley

County, Virginia, containing between 850 and 900 acres. The creek Opeckan runs through and nearly divides it into two equal parts. It is supposed that there is a seat for an undershot Mill thereon, and that the longness of the stream renders it valuable. It abounds with limestone, and has several excellent Springs. The road from Shepherd's-Town to Winchester passes near it, being distant from the former 12, and the latter place 16 miles.—It will be sold together or in two or three parts, as may suit purchasers. As none will buy without viewing the land, a further description is thought unnecessary. The title in fee-simple is indisputable. A considerable credit will be given for part of the money. The terms and times of payment may be known by applying to Captain George Hite, in Charles-Town, Berkeley County, or

W'm BUSHBY,

Nov. 12, 1795. Alexandria.

☞ NOTICE.

The Partnership, under the firm

of *L. Albers & Co.* in Alexandria, being dissolved, by mutual consent; as no claims are against said firm, we only solicit those who are indebted to make payment to *Albert Stekamp*, in Baltimore.

ALBERT SEEKAMP,
LEUDER ALBERS.

October 10, 1795. 6w.

FOR SALE BY

Thompson and Veitch

OLD Port and Lisbon WINES of a superior quality, in pipes hhds. and quartercasks.

Also, an assortment of DRY GOODS, HARDWARE, &c. at their wholesale warehouse, on Fairfax-street.

Alexandria, August 10, 1795.

N B. They have yet on hand Hair Matrasses and a few bales of Sail Cloth.

☞ NOTICE.

ALL persons having claims against the estate of *Richard Lee*, late of Lee-Hall, in Westmoreland County, are requested to bring them in, that they may be adjusted; and all persons who are indebted to said estate are desired to make payment to me.

RICHARD BLAND LEE,

6m. Administrator.

Sully, Loudoun County, October 6, 1795.

Cheap Goods.

THE subscriber determined to quit the sale of Dry Goods, will dispose of his present stock, by wholesale or retail, at and under prime cost for cash or approved notes.

JOHN FERRALL.

King-street Alex. Aug. 26.

An Apprentice wanted. Enquire

of the Printer.

Poet's Corner.

PRIDE.

BY PETER PINDAR.

Be deaf, O Man, to the insinuations of Pride. It is the poisonous weed of the heart, that suffers not a flower of beauty or fragrance to bloom near it.

Boast not of the antiquity of thy line, for to thy mortification, be it known, that the FAMILY *of the* HOGS *was created before thee.*

WHAT can the WISE boast? alas, how little!
Then PRIDE, be sparing of thy saucy spittle;
Nay, do not squirt it in the HUMBLEST face:
The wheel of FORTUNE is for ever turning;
JOY's birthday-suit may soon be changed to MOURNING:
NIMRODS become the VICTIMS of the chace.

Yes, PRIDE, I hate thee—canker of [illegible] nature!
Why look contemptuous on a fellow-creature,
Because it is a monkey or a pig?
THEY TOO have QUALITIES, or I'm mistaken:
What man excels a hog in making bacon?
What mortals, like a monkey, dance a jig?

What man from BOUGH to BOUGH, like JACK[illegible]
springs,
Ingenious rogue! who twists his tail, and springs?
Dare we disprise, because they cannot preach,
Forsooth, ungifted with the powers of speech?
That were a joke indeed to make a song:
Ah me! what numbers of the human race
Most fortunately had escaped disgrace,
Had HEAV'N forgot to give their mouth a TONGUE

In vain I preach—PRIDE laughs at all I say;
Resolv'd, the fool, to keep her DISTANT WAY.

Newbury-Port Patent Nails.

Much superior, and 20 per cent. cheaper than imported Nails.

THE *Proprietors of this Concern beg leave to inform the importers of Nails rom Europe, they have begun making Brads, and will have a considerable number for sale, in 14 or 20 days from this date; supplies of which will be forwarded to the principal ports in this Continent, and due notice given in the Newspapers. They have the fullest confidence of the superiority of their brads to any ever imported from England or elsewhere, and only solicit a fair and impartial trial. Those who have made a trial prefer them to any they ever used; to those who have not tried them, they beg leave to observe their superiority to English wrought Brads, consist in their being quite regular in their shape, so much so, that ten thousand may be drove through the thinest pine board without using a Brad awl, or splitting the board. Their superiority to other cut Nails consist in their being cut with the grain of the iron, whereas others are cut across the grain, consequently these are much tougher, and in general, will clench equal to any wrought Brads.*

As many will naturally conceive the impossibility of our making a sufficient number to supply the Continent, and will therefore think it necessary to continue their orders to Europe, we wish to remark, that we have now in complete working order 2 engines, each of which (if necessary) will turn out 200 thousand per day, making in the whole 3600 thousand weekly. That we have reason to suppose we shall make an addition of one engine every month, those doubtful of the fact, are invited to see the operation of the engines, at Byefield, *six miles from Newburyport.*

Headed Nails we shall also begin to make soon, which we believe will be superior to any ever yet made; but we leave this to be determined by those who use Nails, and of course are most competent to judge.

Specimen of the Brads may be seen at No. 37, *State street, Boston.*

Proprietors, } *JACOB PERKIN, Inventor,*
GUPPY & ARMSTRONG.

☞ *Wanted, a quantity of American Sheet Iron.*

†‡† *Letters addressed to J. W. Armstrong, Boston, will be duly answered.*

N. B. A few White Smiths, may have constant employ, and liberal wages.

Nov. 19, 1795.

I have now on hand, which I will

sell low for cash, viz. 8 by 10, 10 by 12 and 12 by 14 window glass, white soap of an excellent quality by the box, tanners,' lamp and linseed oil, by the barrel, one thousand gallons of Stone Ware assorted, with an assortment of Ironmongery, Cutlery and painters' Colours

George Drinker.

Alexandria, 8mo. 17, 1795.

FOR SALE

ONE half acre LOT, in the Town of Alexandria situated on Oroonoko, and running parallel with Washington Street. An indisputable title will be given the purchaser. For further particulars apply to Mr. *Jesse Simms*, at Mr. Wise's Tavern, or to the subscribers, living near the Little Falls of Potomac.

JOHN TURBERVILLE.

BENNETT and WATTS

HAVE received and opened for Sale, at their [illegible] the corner of King and Fairfax streets, an extensive

Assortment of Fall Goods,

The following are a part:

SUPERFINE, seconds and common cloths and coatings; elastic striped cloths and coatings; milled, plated and common kerseymeres; an elegant assortment of vest shapes; superfine and common swansdowns, toilenets and linnets; Genoa cords, velveteens, corduroys and thicksets; best black florentine sattin striped and plain; mens' and women's silk, cotton and worsted hose; Germantown milled, worsted and yarn hose; do. gloves and caps; sattins, lustrings, mantuas, modes, farsaneets and persians; ermins and gimp; scarlet and drab cardinals; furniture cottons and fringes; muslins, dimities and muslinets; muslin shawls, handerchiefs and aprons; Marseilles quilting; bandanno, barcelona and printed handkerchiefs; silk and worsted pantaloon patterns; elastic [illegible] common [illegible]; [illegible]; [illegible];